jured plaintiff. *Held,* defendant is not liable. *Van Blaricom* v. *Dodgson* (N. Y. 1917), 115 N. E.

A similar view was taken by the Supreme Court of Michigan in the recent case of *Johnston* v. *Cornelius,* 159 N. W. 318, in which the son was a minor, 17 years of age. There would seem to be little doubt as to this conclusion, and yet the contrary result has been reached by a number of courts. All the courts admit that no liability arises merely from the relation of parent and child. In *Griffin* v. *Russell,* 144 Ga. 275, 87 S. E. 10, L. R. A. 1916 F 216, it was held that in keeping the car to be used for the comfort and pleasure of her family, including her minor son, the defendant would be liable for her son's negligence in driving it, on the ground that such use was her business or affair, and that the son was her agent or servant. In other words, the son is placed in the same class with a hired chauffeur. This view may be correct in such cases as *Denison* v. *McNorton,* 228 Fed. 401, where the son was driving other members of the family at the time of the accident, for their pleasure. But it is difficult to see how the principle of *respondeat superior* should apply when the child is *sui juris* and is driving the car solely for his own pleasure. It would seem that the presumption of agency, on which these decisions are based, can be rebutted only by showing an express refusal to allow the child to run the automobile. The reasoning of the New York court seems preferable. "The question whether one person is the agent of another in respect of some transaction is to be determined by the fact that he represents and is acting for him, rather than by the consideration that it will be inconvenient or unjust if he is not held to be his agent." The question raised in these cases has previously been discussed in 7 MICH. L. REV. 180, 526, and 12 MICH. L. REV. 153.

PERPETUITIES—FIFTY-YEAR OPTION AS A PERPETUITY.—A fifty-year option for a lease, with the right in the meantime to enter and explore for minerals, was alleged to be void because it suspended the power of alienation and violated the rule against perpetuities. *Held,* that the option was valid; the court remarking that to hold it void would invalidate every option for the purchase of land to be exercised within any period, no matter how short, not measured by lives in being. *Mineral Land Inv. Co.* v. *Bishop Iron Co.* (Minn. 1916), 159 N. W. 966.

The court in the instant case rests its conclusion on the construction of the statutory rule against perpetuities which prevails in Michigan and New York, as well as Minnesota, that a perpetuity is created by the suspension of the power of alienation for a period greater than the perpetuity period; but when an absolute fee can be conveyed by persons in being, as by the defendant in the instant case executing a release at the time the plaintiff conveys the title, there is no restraint on alienation, hence no perpetuity. *Avern* v. *Lloyd,* L. R. 5 Eq. 383, is followed to this extent, but see *In re Hargreaves,* 43 Ch. D. 401, also *Winsor* v. *Mills,* 157 Mass. 362, 32 N. E. 352. The notion that such options are void started in England in *London & S. W. Ry.* v. *Gomm,* 20 Ch. D. 256, which held that an option which might be exercised at a time more remote than the perpetuity-period was void. The

authorities in this country are nearly evenly divided. The few cases in which the point has been decided are reviewed in 14 MICH. LAW REV. 231 in a comment on *Woodal* v. *Bruen* (W. Va. 1915), 85 S. E. 170. To the cases there cited should be added *Buck* v. *Walker,* 115 Minn. 239, 132 N. W. 205, Ann. Cas. 1912D 882, which is cited and followed by the principal case. See also *In re Garde Browne,* [1911] 1 Ir. R. 205, where a covenant in a fee-farm grant enabling the grantee to fine down the rent of £42 to a peppercorn, was held not to violate the rule against perpetuities. See 23 CASE AND COMMENT 835, for article by JOHN R. ROOD, on OPTIONS AND THE RULE AGAINST PERPETUITIES.

TORTS—LIABILITY OF LABOR UNION FOR STRIKE.—Complainant is a ship company engaged as a common carrier, and as a carrier of United States mail; its employees struck, and defendants, composing the union of which they were members, picketed the wharves of complainant and intimidated other laborers from accepting complainant's offers of employment. Rocks were thrown on the wharves either by union members or by some persons who mingled with the men on strike, and complainant's business and access to its ships were in other ways interfered with by acts of violence. In a suit brought against the union, a voluntary unincorporated society, to obtain an injunction, *Held,* that the interference with complainant's transportation business by violence was unlawful, and that it should be enjoined. *Alaska S. S. Co.* v. *International Longshoreman's Association of Puget Sound et al.,* 236 Fed. 964.

The right of workmen to strike, when free from contractual obligations, is undoubted. *Pickett* v. *Walsh,* 192 Mass. 572, 78 N. E. 753, 116 Am. St. Rep. 272, 6 L. R. A. N. S. 1667; *Longshore Printing & Publishing Co.* v. *Howell,* 26 Ore. 527, 38 Pac. 547, 46 Am. St. Rep. 640, 28 L. R. A. 464. But the use of force, violence or intimidation to obtain the ends for which the strike was called is illegal. *Beck* v. *Railway Teamsters' Protective Union,* 118 Mich. 497, 77 N. W. 13, 74 Am. St. Rep. 421, 42 L. R. A. 407; *Vegelahn* v. *Gunter,* 157 Mass. 92, 44 N. E. 1077, 57 Am. St. Rep. 453, 55 L. R. A. 92; *Goldfield Consolidated Mining Co.* v. *Goldfield Miners' Union,* 159 Fed. 500; *Quinn* v. *Leathem,* [1901] A. C. 495, 85 L. T. 289. That the individuals engaging in such illegal acts would be subject to a civil or criminal liability, or both, is selfevident. But the principal case lays down the rule that a labor union, conducting a strike, is liable for the unlawful acts of members and others associating themselves with the strikers, unless such acts be disavowed, and, in the case of members, the offenders be disciplined or expelled. That a union is liable for the acts of its pickets or members, notwithstanding the fact that it has instructed them not to use violence or intimidation or lawlessness of any kind, seems clear. *Goldfield Consolidated Mines Co.* v. *Goldfield Miners' Union,* 159 Fed. 500; *Union Pac. Ry. Co.* v. *Ruef,* 120 Fed. 102. This is on the theory that the union is liable, as having aided and abetted such unlawful conduct. *Jones* v. *Maher et al.,* 116 N. Y. Supp. 180, 62 Misc. 388. The rule adopted in the principal case merely carries the same theory one step further and says that the union must be held liable for the unlawful